

**NORTH CAROLINA-VIRGINIA PORT TERMINAL COOPERATIVE WORKING
AGREEMENT**

FMC Agreement No. 201333-001

A Marine Terminal Operator Cooperative Working Agreement

Original effective Date: March 25, 2020

Expiration Date: December 31, 2021

TABLE OF CONTENTS

ARTICLE 1: FULL NAME OF AGREEMENT	3
ARTICLE 2: PURPOSE OF THE AGREEMENT	3
ARTICLE 3: PARTIES TO THE AGREEMENT.....	3
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT.....	4
ARTICLE 5: AGREEMENT AUTHORITY.....	4
ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY	5
ARTICLE 7: MEMBERSHIP.....	6
ARTICLE 8: VOTING	6
ARTICLE 9: DURATION, TERMINATION, AND WITHDRAWAL	6
ARTICLE 10: CONFIDENTIALITY.....	7
ARTICLE 11: ASSIGNMENT.....	7
ARTICLE 12: AMENDMENT.....	8
ARTICLE 13: NOTICES.....	8
ARTICLE 14: COUNTERPARTS	8
SIGNATURE PAGE	9

ARTICLE 1: FULL NAME OF AGREEMENT

This agreement shall be known as the North Carolina-Virginia Port Terminal Cooperative Working Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the Parties to meet, discuss, exchange information and agree on matters relating to their respective operations, facilities, services and other matters, including the potential for joint or cooperative operations at commonly-used facilities within the geographic scope of this Agreement, in order to optimize the efficiency of their operations and improve the port and terminal services provided to the shipping public. This Agreement is not intended to authorize discussions or agreements regarding rates or charges assessed by the Parties.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement (the "Parties") are:

- (1) North Carolina State Port Authority ("NCSPA")
2202 Burnett Blvd.
Wilmington, NC 28401
- (2) Virginia Port Authority ("VPA")
600 World Trade Center
Norfolk, VA 23510
- (3) Virginia International Terminals, LLC ("VIT")
601 World Trade Center
Norfolk, VA 23510

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement encompasses all port, marine terminal and inland intermodal facilities located in the State of North Carolina and/or the Commonwealth of Virginia handling cargo in foreign commerce moving directly or indirectly to or from ports or marine terminal facilities located in the State of North Carolina or the Commonwealth of Virginia.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties to this Agreement, or any two or more of them, are authorized to meet, discuss, exchange information or data, and negotiate and agree on:

A. Joint or cooperative operations and/or management of an inland intermodal rail facility currently being constructed in North Carolina (the "Facility") that will handle, *inter alia*, cargo in foreign commerce moving directly or indirectly to or from ports or marine terminal facilities located in the State of North Carolina or the Commonwealth of Virginia., and

B. Matters relating to their respective operations, facilities, services and other matters as they pertain to the operation and/or management of the Facility, provided that the Parties shall not be authorized to discuss, exchange information or data or negotiate or agree on rates and charges assessed by the Parties for their individual services.

5.2 The Parties to this Agreement, or any two or more of them, are authorized to engage and consult with advisors or consultants, and to share the cost thereof as they may agree from time to time.

5.3 Nothing in this Agreement shall be construed to amend, alter or supersede the rights and obligations of any Party under any applicable collective bargaining agreement.

5.4 Any agreements reached pursuant to the authority granted under this Agreement, including any agreement for joint or cooperative operations, shall be implemented and become effective only after compliance with the applicable filing requirements of the Shipping Act of 1984, as amended, as implemented by applicable regulations of the Federal Maritime Commission.

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered by the Parties hereto and/or their duly authorized representative. The Parties may establish such committees as they deem appropriate to effectuate the purposes of this Agreement and are authorized to share the costs of administering this Agreement as they may agree. The purposes of this Agreement may be effectuated by means of in person meetings, telephone calls, email, written correspondence and any other means of communication deemed appropriate by the Parties.

6.2 This Agreement will be administered by the VPA's Chief Executive Officer, VIT's Chief Operations Officer, and NCSPA's Executive Director, or any of their designees, who shall be responsible for the affairs of this Agreement, authorized to execute this Agreement, and authorized to file this Agreement with the Federal Maritime Commission, as well as any modification thereto, any associated supporting materials, and minutes of discussions covered by this Agreement as and when required under 46 C.F.R. § 535.704, unless excepted by 46 C.F.R. § 535.408. The Parties to this Agreement may engage and designate administrative personnel to coordinate or administer activities under the Agreement as they may agree.

ARTICLE 7: MEMBERSHIP

Membership in this Agreement shall be limited to the Parties, provided that any marine terminal operator (as defined by the Shipping Act of 1984, as amended) operating at any port located within the geographic scope of this Agreement may be admitted to membership by unanimous vote of the Parties.

ARTICLE 8: VOTING

NCSPA shall have one vote regarding any decision reached under this Agreement. VPA and VIT shall collectively have one vote regarding any decision reached under this Agreement. Except as otherwise provided herein or agreed by the Parties, all decisions reached under this Agreement shall be by unanimous agreement of the Parties.

ARTICLE 9: DURATION, TERMINATION, AND WITHDRAWAL

9.1 This Agreement shall become effective on the date it becomes effective under the Shipping Act of 1984, as amended, and shall remain in effect until December 31, 2021 or otherwise terminated by the Parties.

9.2 This Agreement may be terminated at any time by mutual agreement of the Parties. This Agreement shall be deemed terminated if all but one Party withdraws from the Agreement. Any termination of this Agreement shall become effective on the earliest date permitted under the Shipping Act, as amended.

9.3 Any Party may withdraw from this Agreement at any time upon giving 30 days written notice to the other Parties. The withdrawal of a Party shall not relieve the withdrawing Party of (A) its appropriate share of any outstanding expenses, debts or other obligations incurred

under this Agreement prior to withdrawal, or (B) any rights, obligations or liabilities to other Parties that have accrued under this Agreement prior to withdrawal.

ARTICLE 10: CONFIDENTIALITY

The Parties agree that information and data exchanged under this Agreement may contain non-public, confidential and proprietary business information and/or trade secrets. The Parties agree for themselves and on behalf of their respective officers, employees, agents and subcontractors to take all reasonable steps to preserve the confidentiality of information and data shared or exchanged under this Agreement, subject to any applicable laws or judicial process requiring such disclosure. The Parties recognize that such confidentiality may be limited by legal requirements applicable to one or more Party under federal, state, or local law applicable to public agencies, or under the Shipping Act. This includes, but is not limited to, the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700, et seq.), Va. Code § 62.1-132.4, and the North Carolina Public Records Law (N.C. Gen. Stat. 132-1, et seq.). The confidential information of each Party shall remain the property of the Party despite being disclosed to another Party under this Agreement. If either Party elects to terminate this Agreement, all Parties will return, or certify the destruction of, any confidential information received from the other Parties under this Agreement. The obligations under this Article shall survive the termination of this Agreement.

ARTICLE 11: ASSIGNMENT

No Party shall assign its rights or obligations under this Agreement to any other person or entity without the written consent of all Parties to this Agreement.

ARTICLE 12: AMENDMENT

The provisions of this Agreement may be amended only by the written mutual agreement of the Parties. Any amendment to this Agreement shall become effective as off the date it becomes effective pursuant to the requirements of the Shipping Act of 1984, as amended.

ARTICLE 13: NOTICES

Any notice permitted or required under this Agreement shall be in writing and served on each Party at the address set forth herein. Notices shall be served by first class mail, return receipt requested or by overnight courier or delivery service.

ARTICLE 14: COUNTERPARTS

This Agreement and any amendments hereto may be executed in counterparts, and each such counterpart shall be deemed an original, and all counterparts together shall constitute one Agreement.


SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2020.


NORTH CAROLINA STATE PORT AUTHORITY

Signature: _____
Name: _____
Title: _____
Dated: _____

VIRGINIA PORT AUTHORITY

Signature:  _____
Name: John F. Reinhart
Title: CEO/Executive Director
Dated: 11/20/2020


VIRGINIA INTERNATIONAL TERMINALS, LLC

Signature:  _____
Name: Kevin Price
Title: Chief Operations Officer
Dated: 11/23/20

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 18 day of November, 2020.

NORTH CAROLINA STATE PORT AUTHORITY

Signature: 
Name: BRIAN E. CLARK
Title: DEPUTY EXECUTIVE DIRECTOR
Dated: 11/18/2020

VIRGINIA PORT AUTHORITY

Signature: _____
Name: _____
Title: _____
Dated: _____

VIRGINIA INTERNATIONAL TERMINALS, LLC

Signature: _____
Name: _____
Title: _____
Dated: _____